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Contract Database Metadata Elements

Title: **Tupper Lake, Village of and Municipal Department of Public Works, Fire, Office and Water and Sewer Department Unit 1, CSEA, Local 1000 AFSCME, AFL-CIO (2008)**

Employer Name: **Tupper Lake, Village of**

Union: **Municipal Department of Public Works, Fire, Office and Water and Sewer Department Unit 1, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **06/01/08**

Expiration Date: **05/31/11**

PERB ID Number: **7773**

Unit Size: **22**

Number of Pages: **28**

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AGREEMENT

BETWEEN

**BOARD OF TRUSTEES
VILLAGE OF TUPPER LAKE**

AND

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

**MUNICIPAL DEPARTMENT OF PUBLIC WORKS, FIRE,
OFFICE AND WATER AND SEWER DEPARTMENT
UNIT I**

JUNE 1, 2008 THRU MAY 31, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 12 2009

ADMINISTRATION

ARTICLE 1: Recognition

- 1.01 The Village Board of Trustees hereafter referred to as the "Village Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Department of Public Works, Fire, Office, and Water and Sewer Department hereafter referred to as the "Association" hereby recognizes the Association, (as the sole and exclusive representative for the purpose of collective bargaining with the respect to rates of pay, wages, hours and other terms and conditions of employment within the Public Works, Fire, Office and Water and Sewer Department Unit I).

Included: All employees of the Village of Tupper Lake Department of Public Works, Fire, Office, Water and Sewer Departments.

Excluded: All Department Heads, appointed positions, employees of Municipal Electric and Police Departments.

ARTICLE 2: Definitions

- 2.01 **Village Board of Trustees:** The elected officials of Tupper Lake, or their duly authorized representatives.
- 2.02 **Employee:** A regular or temporary full-time and a regular or part-time non-supervisory employee, whose classification is listed in Article 20.
- 2.03 **Regular Employee:** One whose employment is reasonably expected to be permanent at the time engaged, although the employment may be terminated by action on the part of the Village Board.
- 2.04 **Temporary Employee:** One who is engaged for a specific project or a limited period, with the definite understanding that employment is to be terminated upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) weeks, but not more than one (1) year.
- 2.05 **Full-time Employee:** A regular or temporary employee who is scheduled to work five (5) full tours in each payroll week.
- 2.06 **Part-time Employee:** A regular or temporary employee who is scheduled to work less than five (5) full tours in each payroll week.
- 2.07 **Occasional Employee:** One whose employment is intended to last for a single period of three (3) weeks or less, or intermittently for periods of three (3) weeks or less.

- 2.08 **New Employee:** Someone who has never worked for the employer, part-time or temporary. Has no prior experience.
- 2.09 **Payroll Week:** The period from Monday to the next following Sunday.
- 2.10 **Scheduled Day:** A day within a payroll week for which a tour is scheduled for that employee. Sunday shall in no event be regarded as a scheduled day, except for the fire and policemen.
- 2.11 **Tour:** A period of hours, beginning at a specified time, and ending at a specific time, the number of hours indicated therein being equal to the number of the employer's regular daily hours of work, plus any unpaid meal period.
- 2.12 **Scheduled Tour:** A tour during which that employee is scheduled to work.
- 2.13 **Regular Tour:** One particular tour designated by the Village Board to be their regular tour throughout one payroll week. The starting and quitting hours of this regular tour shall be the same for the payroll week. The tour so designated serves as a basis for determining payments for time worked by that employee on any day of that week.
- 2.14 **Day:** When used as part of a formula in determining sick leave, vacation, holiday time or personal leave shall be as follows: A regular employee's day shall be eight (8) hours, an office employee's day shall be seven (7) hours and a Fire Department employee's day shall be twenty-four (24) hours.

ARTICLE 3: Collective Bargaining

- 3.01 All collective bargaining on rates of pay, wages, hours, and other terms and conditions of employment shall be conducted by the duly authorized representatives of the Department of Public Works, Fire, Office, and Water and Sewer Department Unit I, and by the duly elected Village Board.
- 3.02 Meetings for collective bargaining shall be held upon request of either party at a time and place agreeable to both parties, and each party agrees to keep the other one informed in writing of the names of their respective collective bargaining representatives.
- 3.03 **No Individual Agreements:** The Village Board shall not enter into any individual Agreement with any employee(s) covered by this Agreement in conflict with this Agreement. It is understood and agreed by both parties that there shall be no subterfuge to defeat the purpose of this Agreement.

ARTICLE 4: Payroll Deduction of Association Dues

- 4.01 Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness and supplemental life insurance's and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to the Association each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program.
- 4.02 Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:
- A = Membership Dues/payable to CSEA, Inc.
 - B = Agency Shop Fees/payable to CSEA, Inc.
 - C = Group Life/Insurance/payable to Jardine Emmett & Chandler, Inc.
 - D = Accident & Sickness Insurance/payable to Jardine Emmett & Chandler, Inc.
 - E = Supplemental Life Insurance/payable to Jardine Emmett & Chandler, Inc.
- 4.03 The Association, having been recognized or certified as the exclusive representative of employees within the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, represented by this Agreement, shall have agency shop fee deductions made from the wage or salary of employees of said Department of Public Works, Fire, Office and Water and Sewer Department Unit I, who are not members of the Association, in an amount equivalent to the membership dues levied by the Association. The Village shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing by the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, showing:
1. Agency shop fee payer name
 2. Social Security number
 3. Dollar amount deducted for agency shop fees
 4. Home address
 5. Annual salary
 6. Job title
- 4.04 A separate check made payable to the Association, covering the agency shop fee deductions along with the listing will be forwarded as required by the Civil Service Employees Association, Inc., located at 143 Washington Avenue in Albany, New York 12210.
- 4.05 Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as the Association notifies the Village to commence membership dues deductions.

- ~~4.06~~ The Association, and its designated agents, shall have the sole and exclusive right to access members of the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, during working hours to administer this Agreement and to explain the Association sponsored benefits and programs.
- 4.07 The Village agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Association shall be provided access to the Department of Public Works, Fire, Office and Water and Sewer Department Unit I employees. The Village further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment or be provided meeting space on property or premises owned or occupied by the Village.
- 4.08 The Village shall supply to the Association a list of all employees in the Department of Public Works, Fire, Office and Water and Sewer Department Unit I. showing the employee's full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Subsequent to the effective date of this Agreement, the Village shall supply to the Association updates of this list at times of hire of new employees or termination of current employees.

ARTICLE 5: Wages

- 5.01 Basic hourly and annual wage rates of the various classifications are shown in Article 20 of this Agreement for employees in the Department of Public Works, Fire, Office and Water and Sewer Department Unit I. These basic wage rates shall be effective as of June 1, 2002, and shall remain in effect while this Agreement is in force and effect. The Village Board may assign and re-assign, temporarily or permanently, any new or existing work to and from any occupational classification(s).
- 5.02 If, in the opinion of the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, the wage rate for any occupational classification(s) has become inadequate as a result of such assignment or re-assignment, it may notify the Village Board, and the Village Board will meet with the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, to bargain about the wage rate of the occupational classification(s) involved. It is understood that work may be common to different occupational classification(s).
- 5.03 All employees will be paid a two (2) hour minimum on overtime.
- 5.04 Time and one-half (1/2) to be paid after established tour of duty. All Department of Public Works, Fire, Office, and Water and Sewer Department Unit I Village employees shall have accrued time be considered time worked in regards to time and one-half (1/2).

ARTICLE 6: Transfers

- 6.01 The Village Board or their duly authorized representatives may transfer or assign, temporarily or permanently, any employee from one occupational classification to another, or from one assignment to another within the same occupational classification, or from an occupational classification to a position outside of the Department of Public Works, Fire, Office and Water and Sewer Department Unit I. This can be either as step in force adjustment or for other purposes, provided that if such transfer or assignment results in reducing the basic wage rate, the employee so transferred or assigned shall not receive wage treatment less than that received by employees at top rates in the position which the employee is transferred or assigned.
- 6.02 Any employee promoted to a higher rated classification within the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, will serve three (3) months probationary period. If proven unsatisfactory in such higher rated classification, shall be returned to the position held just prior to promotion at the prevailing wage for this position, with no loss of seniority rights.
- 6.03 All new employees will be on a six (6) month provisional probation.

ARTICLE 7: Discharges, Suspensions, and Demotions for Cause

- 7.01 **Right to Discharge and Appeal:** The Village of Tupper Lake shall have the right to discharge any employee for just cause, such as but not limited to, dishonesty, intoxication, or neglect of duty.
- 7.02 In the event an employee is suspended or discharged for cause, a written claim that the suspension or discharge was without proper reason must be filed by the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, within thirty (30) calendar days of suspension or discharge.
- 7.03 If an employee is to be discharged, they shall first be suspended with pay for up to ten (10) calendar days. The Department of Public Works, Fire, Office and Water and Sewer Departments Unit I, will be notified in writing immediately that the employee has been suspended prior to discharge. During the ten (10) day period, the Department of Public Works, Fire, Office and Water and Sewer Departments Unit I, may discuss the reasons for the action of the Village Board with the appropriate supervisor or alternate and may protest this action.

- 7.04 If an employee with one (1) year or less of net credited service is discharged at the expiration of the ten (10) day suspension period, the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, shall claim that the discharge was without proper reason and shall not be subject to arbitration. If an employee with more than one (1) year of net credited service is discharged at the expiration of the ten (10) day suspension period, the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, claim shall be subject to the grievance and arbitration provisions of this Agreement.
- 7.05 If an employee with one (1) year or less of net credited service is suspended under circumstances other than prior to discharge, the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, shall claim that the suspension was without proper reason and shall be subject to the grievance provisions of this Agreement, but shall not be subject to arbitration. If an employee with more than one (1) year of net credited service is suspended under circumstances other than prior to discharge, the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, claim shall be subject to the grievance and arbitration provisions of this Agreement.
- 7.06 In the event an employee is demoted for cause, the Department of Public Works, Fire, Office and Water and Sewer Department Unit I must file a written claim that the demotion was without proper reason, within thirty (30) calendar days of the demotion.
- 7.07 If an employee with one (1) year or less of continuous service in an occupational classification is demoted to another occupational classification with the next lower top basic wage rate, the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, claim shall be subject to the grievance provisions of this agreement, but shall not be subject to arbitration.
- 7.08 If an employee with more than one (1) year of continuous service in an occupational classification is demoted to an occupational classification with the next lower top basic wage rate, or if an employee is demoted to an occupational classification other than one with the next lower top basic wage rate, the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, claim shall be subject to the grievance procedure but not subject to arbitration.
- 7.09 No Board of Arbitrators shall have power or jurisdiction to modify the action of the Village Board. The Board of Arbitrators shall either find that the action of the Village Board was not without proper reason, in which event the suspension, demotion or discharge, shall be sustained in full; or that the suspension, demotion or discharge was without proper reason.

ARTICLE 8: Grievance Procedure

- 8.01 All disciplinary and contract grievances shall be presented by the appropriate authorized representatives of the parties to this Agreement in accordance with the steps outlined below:

First Step: The grievance shall be initially presented to the appropriate Village Superintendent and the proper level of the Association Unit I. The appropriate Village Superintendent, shall make a review of the grievance with a copy given to the Village Clerk and proper level of the Association Unit I, and a reply given within seven (7) calendar days from the time of its initial presentation.

Second Step: If not satisfactorily settled at the first step, the grievance may be appealed to the Village Board, by written request and given to the Village Clerk, for action at their next scheduled Board Meeting. A written reply shall be mailed or delivered by the seventh (7th) calendar day following the review of the grievance.

- 8.02 No grievance shall be considered unless presented within one (1) year after the action or failure to act on complaint occurred, except a grievance with respect to a discharge, demotion, or suspension for cause shall be governed by Article 7.
- 8.03 If it is mutually agreed by both the parties to this Agreement, time limits at each step of the grievance procedure may be waived and steps of the procedure may be waived.
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ARTICLE 9: Arbitration

- 9.01 Either the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, or the Village Board may arbitrate a grievance regarding the true intent and meaning of a provision of this Agreement. In all cases, providing that the grievance has been processed in accordance with the provisions of Article 8, and that written notice of intention to arbitrate is given to the other party within (30) calendar days after the review in Step 2 of Article 8 has been completed. It is understood that the right to require arbitration does not extend to any matters other than those expressly set forth in this Article.
- 9.02 Arbitration shall be conducted through a Board of Arbitrators consisting of one local resident real property taxpayer selected by the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, one local resident real property taxpayer selected by Village Board, and a third local resident real property taxpayer mutually agreed upon by the village Board and by the Department of Public Works, Fire, Office and Water and Sewer Department Unit I, who shall be the chairman.

- 9.03 It is understood that no arbitration shall have power or jurisdiction to deal with any grievance unless it involves a specific instance of action or failure to act with respect to an individual employee or group of employees; or it is understood that no arbitrator shall have power or jurisdiction to deal with any question relating to discretionary payments.

ARTICLE 10: Work Schedules

- 10.01 Each employee, except members of the Fire Department shall be scheduled in each payroll week to work for five (5) tours. These tours may be on any of the days of the week from Monday to Saturday, both inclusive.
- 10.02 An individual employee's request to change their scheduled days or tours may be granted providing that it will not require overtime payments to them self or some other employee.
- 10.03 Any tour may be designated as an employee's regular tour.
- 10.04 A scheduled tour is a tour during which the employee is scheduled to work.
- 10.05 Any employee may be assigned to work overtime at any time.
- 10.06 Members of the Fire Department shall be scheduled to work a tour of twenty-four (24) consecutive hours in each seventy-two (72) hour period in rotation irrespective of the day of the week upon which said tour shall fall.

ARTICLE 11: Length of Tours

- 11.01 The tours and hours of tours shall be as follows:

1) Clerical Employees

Regular Tour	Hours of Work	Length of Unpaid Meal Period	Overall Period
Day	7	1	8

2) DPW, Water and Sewer Employees

Regular Tour	Hours of Work	Length of Unpaid Meal Period	Overall Period
Day	8	1	9

- 3) Fire Department Employees tour shall consist of twenty-four (24) consecutive hours in each seventy-two (72) hour period.

- 11.02 Meal period specified above shall be taken at a time designated by the Village Board, or their duly authorized representatives, near the midpoint of tours. Whenever an employee is required to work, remain on Village premises, or a project, throughout their meal period in addition to working the number of hours in their normal tour, the meal period shall be treated as working time and any resulting working time in excess of the number of hours in the normal tour shall be treated as overtime in the manner prescribed in Article 12.
- 11.03 When under unusual circumstances and employees are unable to eat their regular Scheduled meal(s), the Village will either pay for the meal(s) or reimburse the worker for meal expenses to those employees affected during or after unusual circumstances, within reason, and at the discretion of the Supervisor and Village Clerk.
- 11.04 Unusual circumstances is unplanned emergency overtime.

ARTICLE 12: Payment for Time Worked Definition of Hourly Rate for Computing Wage Payments

- 12.01 An employee's hourly rate, other than Fire Department employees, shall be determined by dividing one-fifth (1/5) of the sum of the employees basic weekly wage rate by the number of hours worked in his regular tour.
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- 12.02 All work performed during the hours of an employee's regular tour on any scheduled working day shall be paid for at that hourly rate.
- 12.03 Time worked before or after an employee's regular tour shall be considered overtime and shall be paid at the overtime hourly rate.
- 12.04 An employee, other than Fire employee's who works on a holiday shall receive the payments required above under regular tour and overtime in addition to the payment for time not worked on a holiday provided in Article 14.

ARTICLE 13: Vacations and Eligibility for Vacations

- 13.01 All Department of Public Works, Fire, Office and Water and Sewer Department Unit I employees who have been in continuous service of the Village for at least one (1) year shall receive vacation at their regular salary rate pursuant to the following schedule:

1) DPW, Office and Water and Sewer Department Unit I employees:

<u>Years of Continuous Service</u>	<u>Vacation Days Credit</u>
1	5
2	10
7	15
15	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30

2) Fire Department

<u>Years</u>	<u>Days to use</u>	<u>(Or)</u>	<u>Hours per Month</u>
1	5		10
2	10		20
7	15		30
15	20		40
21	21		42
22	22		44
23	23		46
24	24		48
25	25		50
26	26		52
27	27		54
28	28		56
29	29		58
30	30		60

The below formula is presently used to figure out vacation time for all Departments:

Example: **8 Hour Day Employee with 15 Years**
 20 Days X 8 Hours = 160 Hours for 12
 Months = 13 1/3 Hours = 13 Hours 20 Minutes
 7 Hours Day Employee with 15 Years
 20 Days X 7 Hours = 140 Hours for 12
 Months = 11 2/3 Hours = 11 Hours 40 Minutes

Vacation leave shall be accrued on an hourly basis starting with date of employment. A monthly report will be given to all employees showing balance of accumulated vacation leave.

For any employee who may reach more than 30 years of service, an employee will accrue one (1) day of vacation for each year over the 30th year completed.

13.02 All Departments of Public Works, Water and Sewer full-time employees will be allowed to carry no more than 200 hours of annual leave at any time. Office full-time employees will be allowed to carry no more than 175 hours of annual leave at any time. Fire Department employees will be allowed to carry no more than 600 hours of annual leave at any time. Each year vacation schedules must be drawn up and posted no later than May 31st to cover the forthcoming fiscal year. Department Heads will set duration of vacation period that can be taken at a particular time. Choice of vacation to be one period by each employee. After each employee has had a single choice, the process will be repeated until all annual leave time is accounted for.

13.03 Full-time employees who become eligible for a vacation, but whose employment terminates before going on vacation, shall receive any vacation to which they are entitled, except in cases of dishonesty, intoxication, or neglect of duty.

13.04 **Leave of Absence:** No leave of absence will be granted except for pregnancy leave or for an employee to better them self in their present job classification. This to include State and Federal sponsored schools for Village employees; workshops or college courses in the employees' field, which would be beneficial to the Village.

13.05 All unit employees who have been in continuous service for the Village for at least one (1) year, shall have the option to sell back to the Village, up to one (1) week of vacation time per contract year. For budgeting purposes, a written request must be made prior to April 1st of each contract year by the unit employee in order to sell the weeks vacation time back, with the exception of Fiscal Year 2005-06.

ARTICLE 14: Holidays

14.01 The following twelve (12) days will be observed as holidays by the Village:

New Year's Day	Independence Day
Martin Luther King Jr.'s Birthday	Labor Day
Lincoln's Birthday	Columbus Day
President's Birthday	Veteran's Day
Good Friday (1/2 day)	Thanksgiving Day
Memorial Day	Christmas Day

The morning of Good Friday that cannot be used on Good Friday, is a half (1/2) day floating holiday that will be used during the fiscal year and cannot be accrued.

- 14.02 If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday.
- 14.03 When a holiday falls on a Saturday, the Village Board shall designate for each employee, unless on vacation in such week, any Monday or Friday in the preceding week, in that week or in the following three (3) weeks to be observed as a holiday. Such designated days may not be the same for all employees. When another day is designated in lieu of a Saturday holiday, the provisions of the Agreement relative to the treatment of holidays shall apply to such designated day instead of to the Saturday holiday.
- 14.04 When a holiday falls in an employee's vacation, the Supervisor, after considering any specific request of the employee, shall designate another day within the calendar year to be treated as the holiday for that employee.
- 14.05 An employee, who is not required to work on a holiday, shall receive one (1) day's pay, that is one-fifth (1/5) of the sum of their basic weekly wage rate provided they work on either the last scheduled working day before the holiday or the first scheduled working day after the holiday.
- 14.06 An employee absent on both the last scheduled working day before the holiday and the first scheduled working day after the holiday shall not be paid for the holiday.
- 14.07 Holiday pay for the Fire Department employees is optional - paid or comp time optional. The employee shall give notice to the Village of their intent prior to the start of fiscal year in writing. The total number of hours of holiday time in this agreement is 276 hours or 11 1/2, 24-hour days for Fire Department employees. One-half (1/2) the total hours that Fire Department employees will be added to their individual time accrual sheets each June 1st of the calendar year with the remaining one-half (1/2) to be added each December 1st of the calendar year.

ARTICLE 15: Sick Leave

- 15.01 Absence from duty by an employee of the Village by reason of sickness or disability of them self, by reason of illness shall be allowed as provided in this Article and not otherwise. Absence from duty if duly granted by the Department Head will be known as sick leave. No part-time employee shall accumulate sick leave.
- 15.02 An employee of the Village shall be granted sick leave with pay for one (1) and one-quarter (1/4) working days per month or fifteen (15) working days per year. The

Department of Public Works and Water and Sewer Department employees may accumulate sick leave until a total of 1,280 hours is reached. This time will be kept on the employee's monthly time accrual sheet for future credit for sick leave with pay for that employee. Office employees may accumulate sick leave until a total of 1,120 hours is reached. Fire Department employees may accumulate sick leave until a total of 1,792 hours is reached. All new employees must complete three (3) consecutive months of service before becoming eligible for sick leave.

- 15.03 Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee their accumulated and unused sick leave shall be considered cancelled.
 - 15.04 If an employee is injured in the line of duty they may receive compensation under Worker's Compensation, or they may, if they so desire, have sick leave with pay during the time of disability not exceeding their accumulated and unused sick leave or vacation time.
 - 15.05 The Department Head may require a physician's certificate for any absence of more than three (3) days. In any case the Department Head may require an examination by a physician, or other accessible evidence that the illness is bona fide.
 - 15.06 An employee on leave of absence may retain accumulated sick leave. No sick leave shall be credited during such absence.
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- 15.07 An employee absent on sick leave is required to notify their Supervisor prior to the start of shift. Failure to comply with this ruling may be considered grounds for removing the employee for that day from the payroll.
 - 15.08 Employees may charge to their accumulated sick leave six (6) days per year to be used as family sick leave. Employee must have a minimum of 120 hours of accumulated sick leave before they may use this benefit.
 - a) Use of accumulated sick leave will be charged to employee on hourly basis. A monthly report will be given to all employees showing balance of accumulated sick leave.
 - b) At the discretion of the Supervisor, or Village Board, if an employee calls in sick before or after a paid holiday, the employee will not receive holiday pay, unless the employee presents a doctor statement proving inability to work due to illness.
 - c) At the discretion of the Supervisor, or the Village Board, if an employee calls in sick, before or after pass days, sick leave will not be granted and the employee will be charged AWOL (Absent Without Leave) unless the employee presents a doctor's statement proving inability to work due to illness.

- d) **Sick Leave at Half Pay:** A permanent employee with at least one (1) year of village service, who, due to illness, has exhausted all of their accrued leave credits, may request in writing, sick leave at half (1/2) pay. Medical documentation is necessary. The maximum is one (1) pay period for completed six (6) months of service. Half pay will be at the discretion of the Mayor and the Village Board and will be based on such factors as length of service, work performance, nature of illness, previous sick leave and half pay usage, needs to continue essential services, and employees economic needs.
- 15.09 Upon retirement an employee shall receive one-quarter (1/4) accumulated sick leave to be paid on or before employee's first day of retirement.
- 15.10 **Sick Leave Max:** When an employee reaches their maximum hours allowed to be held and does not go below that total during the course of a fiscal year, one-half (1/2) of the total of any hours accrued, will be paid to that employee at their current hourly rate provided that employee has put the Village on notice of their intent to do so prior to the start of that fiscal year. Hours accrued over the maximum on a monthly basis shall be eligible for credit.
- 15.11 Agreed, an employee will be able to voluntarily contribute sixteen (16) hours per month of their accrued sick leave to another employee who, due to extenuating circumstances or from injury or illness, has exhausted all of their accrued leave time. This is not mandatory, voluntary only.
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ARTICLE 16: Part-time, Temporary, or Occasional Employees

- 16.01 The hours of work for part-time, temporary or occasional employees shall be assigned according to the requirements of the job and need not conform to the provisions covering the hours of work for employees. Time worked by a part-time employee within the number of hours in a tour for a corresponding full-time employee in any day shall be paid for at the hourly rate.
- 16.02 Payment of overtime at the hourly rate to the part-time employee who works in excess of their regular tour of duty shall not begin until employee has worked as many hours as the equivalent tour for a full-time employee.
- 16.03 In other respects, part-time employees will receive payment proportionate to that provided for employees in this Agreement.
- 16.04 All retired Village employees will be given consideration when the Village hires part-time employees, providing the retiree is capable of doing the job. This will be up to the discretion of the Village Board.
- 16.05 Part-time, temporary or occasional employees do not receive any fringe benefits.

ARTICLE 17: Bulletin Boards

- 17.01 The Village Board agrees that the Department of Public Works, Fire, Office and Water and Sewer Departments Unit I, may post on Village bulletin boards factual and non-controversial material, which a responsible representative of the Association may desire to post. If the Village Board contends posted notices are not within the spirit of this Article, the responsible Association Representative, when available, will remove such notices. However, if the Association Representative is not available, the Village Board reserves the right to remove such material.

ARTICLE 18: Federal, State and Local Laws

- 18.01 Should any valid Federal, State, or Local Law, or the final determination of a Board or Court of competent jurisdiction, affect any provision of this Agreement, the provision(s) so affected shall be made to conform to the law or determination, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 19: Waiver or Modification and Savings Clause

- 19.01 This Agreement constitutes the entire Agreement between the parties and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance(s) shall be construed as any general waiver or modification but shall be strictly limited to the extent and occasion specified herein.
- 19.02 Any rights, privileges, and benefits already accorded to the current employees shall not be rescinded because of the amendments.

ARTICLE 20: Wages

Salary Plans and Schedules

June 1, 2005 through May 31, 2008.

Above article is attached as Appendix A through D

The Board of Trustees afforded the following increases for the contract period:

2008-2009	First year -	\$1,400.00 wage increase
2009-2010	Second year -	\$1,400.00 wage increase
2010-2011	Third year -	\$1,500.00 wage increase

- 20.01 a) Stand-by shall be instituted for the employees of the Water and Sewer Department. The rate of pay for stand-by will be \$1.50 per hour, for emergency call-in coverage for all hours not covered during regular business hours. This rate will be in addition to any other wages earned by the employee in this period. Stand-by to start 4:00 pm to 7:00 am Monday through Friday and continued coverage for 48 hours over the weekend. See Addendum A for additional emergency/response coverage.
- b) Stand-by shall be instituted for the employees of the Fire Department. The rate of pay for stand-by will be \$1.50 per hour, for emergency call-in coverage for every third 24-hour day rotation not covered by the two (2) paid fire drivers. This rate will be in addition to any other wages earned by the employee in this period. Stand-by to start 7:00 am and continue until 7:00 am the following day. See Addendum B for additional emergency response coverage.
- 20.02 Longevity will no longer be paid after June 1, 1989. Employees will keep longevity earned up to June 1, 1989.
- 20.03 **Promotions:** It is the intention of the Village to promote from within; but the Village Board retains the right of management, after a discussion of each promotion is held with the head of the local CSEA.
- 20.04 Seniority to apply if all things are equal in the positions in the non-competitive classifications and also to apply in the event of lay-offs within a given classification. In the competitive classifications, the Civil Service Law would be adhered to.
- 20.05 Employees of the Water and Sewer Department will receive an increase of twenty-five cents (.25) per hour upon attainment of a class C License or A License of a higher class or grade. Village Board shall set maximum allowable license holders at three (3) not to include the Water Department Supervisor.

ARTICLE 21: Clothing and Uniform Allowances

- 21.01 All Firemen employees to receive \$310.00 per year clothing allowance per employee.
- 21.02 All Water Department employees to receive \$375.00 per year clothing/boot allowance.
- 21.03 All Department of Public Works employees to receive \$375.00 per year clothing/boot allowance.
- 21.04 All Office employees to receive \$200.00 per year clothing allowance.
- 21.05 Village to provide the Department of Public Works, Water and Sewer employees a working uniform and they are expected to be in uniform while on duty.

- 21.06 **Prescription Safety Glasses:** The Village will buy the first pair and will cover repair if glasses are broken, upon approval of Supervisor for the Department of Public Works, Fire, and Water and Sewer. Glasses will be replaced for new prescriptions at the Village expense only if employee replaces their own personal eyeglasses.
- 21.07 All Fire Department Members will receive \$310.00 per year for their clothing allowance with the understanding that any new Paid Fire Driver will be issued and expected to maintain a startup uniform consisting of two (2) pair of black pants, two (2) short sleeve and two (2) long sleeve shirts to be subtracted from their first yearly clothing allowance.

ARTICLE 22: Personal Leave

- 22.01 Employees shall be granted five (5) days personal leave after three (3) years of continuous service. Regular employees to receive 40 hours (five 8 hour days), Office employees to receive 35 hours (five 7 hour days) and the Fire Department to receive 120 hours (five 24 hour days).
- 22.02 Employees hired after June 1, 1984 will receive three (3) days personal leave per year. However, on completion of three (3) years of service, the personal leave for these employees will be raised to five (5) days.
- a) ~~Personal leave is leave with pay for personal business, including religious observances, without charge against accumulated vacation credits.~~
 - b) Personal leave may only be taken with prior approval of the Supervisor; however, employees need not indicate their reasons for using this time.
 - c) A monthly report will be given to all employees showing balances of accumulated personal leave.

ARTICLE 23: Jury Duty

- 23.01 Any full-time employee who is called to serve on jury duty shall receive pay for actual hours worked for the Village.
- 23.02 If this pay along with the actual jury duty pay does not equal their regular five (5) day weekly rate of pay, the village shall make up the difference, provided the employee works for the Village during such hours, when, because the jury is not sitting, and is reasonably available for work.
- 23.03 However, the employee shall not be required to work on the sixth (6th) day if serving on jury duty and/or works five (5) days or more in a regular week, and shall not be required to work on the fifth (5th) day if serving on jury duty or works four (4) days or more in a holiday week.

- 23.04 Employee(s) who serves on jury duty will present an initial court notice. Employee(s) must submit statement showing they did serve on jury duty and the dates.

ARTICLE 24: Health Insurance Benefits

- 24.01 Health Insurance - any proposed change to the health insurance plan shall be submitted in writing, to the union, at least 30 days prior to the proposed change. Any change here of must be equal to or better than the health insurance currently in place.

- A. The Village will provide a Health Insurance Plan that is currently available for bargaining unit employees from the date of the signing of this contract. Employees opting for individual coverage shall be required to pay a minimum of \$15.00 per week toward premium costs beginning June 1, 2008, and \$25.00 per week toward premium costs beginning June 1, 2009, any employee opting for family coverage shall pay ½ of the family coverage premium cost.

- 24.02 The Village's Health Insurance Plan provides employees' and their dependent(s) access to medical insurance benefits at the time of retirement. Retirees' are eligible to participate in the health insurance plan if they retired under all of the following criteria:

1. Employee must have maintained 15 years of continuous service with the Village of Tupper Lake. Exception: In the event an employee leaves employment with the Village of Tupper Lake and is later considered for re-employment, if the days lapsed from the date they left employment with the Village of Tupper Lake to their re-hire date is less than 366 days, their previous time worked will be included in the 15 years of continuous service required to receive health insurance benefits at retirement.
2. Employee was a full-time employee eligible for insurance benefits at the time of retirement.
3. Employee leaves the Village under the status of retiree and begins receiving State retirement system income or other benefits.

Eligible retirees may participate in the health insurance plan subject to all terms and conditions of the agreement between the Village and the insurance carrier.

The Village will pay for the medical insurance of the retiree and dependent(s) as follows:

1. Retiree's insurance cost will be paid 100%.
2. Retiree's dependent(s) cost will be paid at 50%.
3. Retiree will pay 50% of the dependent(s) cost.

A change in the retiree's status gives the retiree, spouse, beneficiary, and/or dependent(s) the opportunity to continue the medical insurance coverage under the Village's health plan if they qualify for benefits continuation. Refer to Retiree Spouse Health Insurance and COBRA Insurance Continuation policies.

ARTICLE 25: Miscellaneous

25.01 The Village shall grant time for two (2) CSEA representatives four (4) days to attend workshops, meetings, conventions and conferences with no loss of wages, time, sick leave, etc.

ARTICLE 26: BEREAVEMENT LEAVE

26.01 In the event of illness or death in the employee's immediate family, the employee will be compensated for scheduled time not worked at the regular straight time rate of pay for the day of illness or death for a period of three (3) consecutive days if needed. Under extenuating circumstances, the Department Superintendent may grant an additional two (2) days.

The immediate family includes spouse, child, stepchild, sibling, stepsibling, parent, or stepparent.

The employee shall notify his department head as soon as possible of a need to take a leave pursuant to this article.

ARTICLE 26: Duration of Agreement

26.01 The term of this Agreement, with respect to wages and benefits, shall be from June 1, 2008 to and including May 31, 2011, but shall remain in force and effect until its successor is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

Dated September 29, 2009

The Board of Trustees of the Village of Tupper Lake

Signed by: Michael Rampas
Mayor

The Department of Public Works, Fire, Office, Water and Sewer
Department Unit 1, CSEA of the Village of Tupper Lake

Signed by: Martin J. Fuller
President CSEA Unit #1

CSEA Representative

Signed by: B. C. Pay

APPENDIX "A" - JOB CLASSIFICATION AND WAGES - DPW

Job/Step Classification	6/1/08	6/1/09	6/1/10
Working			
Foreman (hourly)	\$17.2350	\$17.9081	\$18.6292
(annually)	\$35,848.85	\$37,248.85	\$38,748.85
Mechanic (hourly)	\$17.2350	\$17.9081	\$18.6292
(annually)	\$35,848.85	\$37,248.85	\$38,748.85
Mechanic			
2 nd 6 Months (hourly)	\$16.8601	\$17.5332	\$18.2543
(annually)	\$35,068.22	\$36,468.22	\$37,968.22
Mechanic			
1 st 6 Months (hourly)	\$16.4092	\$17.0823	\$17.8034
(annually)	\$34,130.35	\$35,530.35	\$37,030.35
Operator (hourly) (HEO)	\$16.4150	\$17.0881	\$17.8092
(annually)	\$34,143.25	\$35,543.25	\$37,043.25
Operator			
3 rd 6 Months (hourly)	\$15.5000	\$16.1731	\$16.8942
(annually)	\$32,239.22	\$33,639.22	\$35,139.22
Operator			
2 nd 6 Months (hourly)	\$15.0500	\$15.7231	\$16.4442
(annually)	\$31,303.22	\$32,703.22	\$34,203.22
Operator			
1 st 6 Months (hourly)	\$14.7962	\$15.4693	\$16.1904
(annually)	\$30,775.31	\$32,175.31	\$33,675.31
Truck Driver (hourly)(MEO)	\$15.9054	\$16.5785	\$17.2996
(annually)	\$33,082.45	\$34,482.45	\$35,982.45
Truck Driver			
1 st 6 Months (hourly)	\$15.0500	\$15.7231	\$16.4442
(annually)	\$31,303.22	\$32,703.22	\$34,203.22

Appendix "A" continued....

Laborer (hourly)	\$15.6000	\$16.2731	\$16.9942
(annually)	\$32,447.22	\$33,847.22	\$35,347.22
Laborer			
3 rd 6 Months (hourly)	\$15.0500	\$15.7231	\$16.4442
(annually)	\$31,303.22	\$32,703.22	\$34,203.22
Laborer			
2 nd 6 Months (hourly)	\$14.5899	\$15.2630	\$15.9841
(annually)	\$30,346.21	\$31,746.21	\$33,246.21
Laborer			
1 st 6 Months (hourly)	\$14.1404	\$14.8135	\$15.5346
(annually)	\$29,411.25	\$30,811.25	\$32,311.25

APPENDIX "B" - JOB CLASSIFICATION AND WAGES - FIRE

Job/Step Classification	6/1/08	6/1/09	6/1/10
Lead Driver (hourly)	\$11.7320	\$12.2128	\$12.7279
(annually)	\$34,163.96	\$35,563.96	\$37,063.96
W/admin. \$.25			
Driver (hourly)	\$11.48201	\$11.9628	\$12.4779
(annually)	\$33,435.96	\$34,835.96	\$36,335.96
Driver (hourly)	\$11.2124	\$11.6932	\$12.2083
3 rd 6 Months (annually)	\$32,649.43	\$34,049.43	\$35,549.43
Driver (hourly)	\$10.9424	\$11.4232	\$11.9383
2 nd 6 Months (annually)	\$31,863.19	\$33,263.19	\$34,763.19
Driver (hourly)	\$10.4825	\$10.9632	\$11.4785
1 st 6 Months (annually)	\$30,523.67	\$31,923.67	\$33,423.67

APPENDIX "C" - JOB CLASSIFICATION AND WAGES - OFFICE

Job/Step Classification	6/1/08	6/1/09	6/1/10
Senior Clerk (hourly) (annually)	\$16.7666 \$30,515.52	\$17.5359 \$31,915.52	\$18.3601 \$33,415.52
Senior Clerk 3 rd 6 Months (hourly) (annually)	\$16.4966 \$30,024.12	\$17.2659 \$31,424.12	\$18.0901 \$32,924.12
Senior Clerk 2 nd 6 Months (hourly) (annually)	\$16.2266 \$29,532.72	\$16.9959 \$30,932.72	\$17.8201 \$32,432.72
Senior Clerk 1 st 6 Months (hourly) (annually)	\$15.7666 \$28,695.52	\$16.5359 \$30,095.52	\$17.3601 \$31,595.52
Clerk (hourly) (annually)	\$14.5721 \$26,520.36	\$15.3414 \$27,920.36	\$16.1656 \$29,420.36
Clerk (hourly) 3 rd 6 Months (annually)	\$14.3021 \$26,028.96	\$15.0714 \$27,428.96	\$15.8956 \$28,928.96
Clerk (hourly) 2 nd 6 Months (annually)	\$14.0321 \$25,537.56	\$14.8014 \$26,937.56	\$15.6256 \$28,437.56
Clerk (hourly) 1 st 6 Months (annually)	\$13.5721 \$24,700.36	\$14.3414 \$26,100.36	\$15.1656 \$27,600.36
Typist (hourly) (annually)	\$16.7550 \$30,495.24	\$17.5243 \$31,895.24	\$18.3485 \$33,395.24
3 rd 6 Months (hourly) (annually)	\$16.4861 \$30,003.84	\$17.2554 \$31,403.84	\$18.0796 \$32,903.84
2 nd 6 Months (hourly) (annually)	\$16.2161 \$29,512.44	\$16.9854 \$30,912.44	\$17.8096 \$32,412.44
1 st 6 Months (hourly) (annually)	\$15.7561 \$28,675.24	\$16.5254 \$30,075.24	\$17.3496 \$31,575.24

APPENDIX "D" - JOB CLASSIFICATION AND WAGES – Water/Waste Water

Job/Step Classification	6/1/08	6/1/09	6/1/10
Foreman (hourly)	\$17.4854	\$18.1585	\$18.8796
(annually)	\$36,369.68	\$37,769.68	\$39,269.68
W/WW Worker (hourly)	\$16.6650	\$17.3381	\$18.0592
(W/License) (annually)	\$34,663.66	\$36,063.66	\$37,563.66
W/WW Worker (hourly)	\$16.4154	\$17.0885	\$17.8096
(W/O License) (annually)	\$34,143.25	\$35,543.25	\$37,043.25
W/WW Helper (hourly)	\$14.5900	\$15.2631	\$15.9842
(annually)	\$30,347.22	\$31,747.22	\$33,247.22
W/WW Helper 3 rd 6 Months (hourly)	\$15.3200	\$15.9931	\$16.7142
(annually)	\$31,865.86	\$33,265.86	\$34,765.86
W/WW Helper 2 nd 6 Months (hourly)	\$15.0503	\$15.7234	\$16.4445
(annually)	\$31,303.84	\$32,703.84	\$34,203.84
W/WW Helper 1 st 6 Months (hourly)	\$14.5903	\$15.2634	\$15.9846
(annually)	\$30,347.04	\$31,747.04	\$33,247.04
Laborer (hourly)	\$15.6001	\$16.2731	\$16.9942
(annually)	\$32,447.22	\$33,847.22	\$35,347.22

ADDENDUM "A" TO ARTICLE 20.01 (a)
UNIT 1 WATER AND SEWER STAND BY AGREEMENT

This Agreement between the Village of Tupper Lake Board of Trustees and Water & Sewer Department employees is for emergency/trouble response coverage.

Under this Agreement, the employees of the Water & Sewer Department shall provide coverage by two (2) personnel for every hour of the work week not covered during normal working hours at the rate of \$1.50 per hour.

This Agreement will provide emergency coverage for all system customers for every hour of the day and week.

Any call responded to during the hours set forth in this Agreement will be paid at the overtime rate pursuant to the current collective bargaining Agreement Article 5, Section 5.02 and 5.03.

This Addendum is implemented on January 1, 2001 and supplement Article 20.01 (a) of Unit 1 Collective Bargaining Agreement.

ADDENDUM "B" TO ARTICLE 20.01 (b)
UNIT 1 FIRE DEPARTMENT STAND BY AGREEMENT

This Agreement between the Village of Tupper Lake Board of Trustees and the Fire Department employees is for emergency response coverage.

Under this Agreement, the employees of the Fire Department shall provide coverage by one (1) personnel for every hour of the work week not covered during normal working hours at the rate of \$1.50 per hour.

This Agreement will provide emergency coverage for all system customers for every hour of the day and week.

Any call responded to during the hours set forth in this Agreement will be paid at the overtime rate pursuant to the current collective bargaining Agreement Article 5, Section 5.02 and 5.03.

This Addendum is implemented on September 29, 2008 and supplement Article 20.01 (b) of Unit 1 Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

Dated: September 29, 2008

The Board of Trustees of the Village of Tupper Lake

Signed by: Michael D. Deaganis
Mayor

The Department of Public Works, Fire, Office, Water and Sewer
Department Unit 1, CSEA of the Village of Tupper Lake

Signed by: Mate Sullivan
President CSEA Unit #1

CSEA Representative

Signed by: Brian C. Pay